

139302

BOOK 203 PAGE 165

FILED FOR RECORD
SKAMANA CO. WASH
BY *Gail Bach*

After Recording Return To:

Bach
402 Blue Sky Drive
Washougal, WA 98671

OCT 3 2 41 PM '00
Olson
AUDITOR
GARY M. OLSON

RECORDING COVERSHEET

DOCUMENT TITLE(S):

i. Grant of Easement

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

1.

GRANTOR(S): (last name, first name and initial)

1. *Jermann, Thomas M.*
2. Jermann, Cheryl

GRANTEE: (last name, first name and initial)

1. Bach, Christopher
2. Bach, Gail

TRUSTEE:

1.

LEGAL DESCRIPTION: (abbreviated; additional legal description is on page(s) 5 & 6 of this document)

#500, Section 16, Township 2N Range 7E

ASSESSOR'S PROPERTY TAX PARCEL NUMBER(S):

1. 02-07-16-3-0-0500-00

2-7-16-3-500
501

9-27-00

Prepared	_____
Entered	_____
Indexed	_____
Filed	_____

After Recording
Mail to:

Christopher D. Bach
402 Blue Sky Drive
Washougal, WA. 98671

**GRANT OF EASEMENT
RIGHT TO USE GEOTHERMAL
WATER SOURCE**

EFFECTIVE DATE: March 22, 2000

PARTIES: Thomas M. Jermann and Cheryl Jermann,
hereinafter referred to as "Grantor"

Christopher D. Bach, Gail Bach, and Story Bach,
hereinafter referred to as "Grantee"

RECITALS:

- A. Grantee is vested in title to the real property described and attached hereto as Lot 1, Exhibit A.
- B. Grantor is vested in title to the real property described and attached hereto as Lot 2, Exhibit B.
- C. The parties wish to provide for certain easement rights to be held by Grantee, over said Lot 2.

NOW THEREFORE, IT IS AGREED:

1. **GRANT OF EASEMENT.** For ~~ten dollars (\$10.00)~~ ^{NO} *Eight* and other valuable consideration, Grantor hereby grants, conveys, and warrants to Grantee and Grantee's agents, tenants, invitees, employees, heirs, successors and assigns forever, an easement over, across, and under the real property described as Lot 2 in Exhibit B attached hereto.

2. **PURPOSE OF EASEMENT.** Said easement shall be for the purpose of evaluating, developing and having the right to use geothermal water from a well source at a location yet to be determined, over Lot 2, Exhibit B hereto attached. Grantee shall bear the sole expense of said evaluation and development of the geothermal well. Grantee and Grantor shall comply with all local or federal regulations and requirements for the development of the geothermal well. Grantor shall have the right to use the geothermal water provided that Grantor pays for one half of the development cost of the well and a prorated share of the on-going expenses to operate the well in accordance to Grantor's usage of the geothermal water. Grantor will be responsible for extending any transfer lines for such geothermal water from the source to their proposed point of use.

It is expressly provided that said water shall be used only for the benefit of those persons previously granted ingress and egress access over said Lot 2. Grantor shall have no liability to Grantee for the quantity and quality of the water derived from said source. Grantor has made no representations or warranties in regards to geothermal well whatsoever. Neither Grantor nor Grantee shall use geothermal water in excess to the detriment of the other party.

Following the development of the geothermal well, Grantee shall provide Grantor with a full legal description of location of the well and transmission lines.

BOOK 203 PAGE 168

3. **EASEMENTS RUN WITH THE LAND.** The foregoing easements are appurtenant to Parcel 1, and shall run with the land, and inure to the benefit of Grantee's heirs, successors and assigns.


Thomas M. Jermann, Grantor


Cheryl Jermann, Grantor

State of Washington
County of Skamania

On this day personally appeared before me, Thomas M. Jermann and Cheryl Jermann, to me known to be the individual described herein and who executed the foregoing instrument and acknowledged that they signed the same as his free and voluntary act and deed for the uses and purposes herein mentioned.

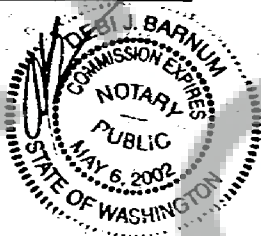
GIVEN UNDER MY HAND AND OFFICIAL SEAL, this 20th day of September, 2000.


Notary Public

In and for the State of WASHINGTON
County CLALLAM of

My commission expires MAY 6, 2002

(Seal)



BOOK 203 PAGE 169

Exhibit A

A tract of land located in Sections 16 and 21, Township 2 North, Range 7 East of the Willamette Meridian, Skamania County, Washington, more particularly described as follows:

Beginning at a point on the West line of the Southwest Quarter of Section 16 that intersects with the centerline of Moffett-Carpenter Road; Thence Southeasterly 1,125 feet, more or less, to the most Southerly point of the Jermann Tract as described at Book 113 Page 778, Deed records of Skamania County Auditor, and intersecting with the Southerly right of way line of the tract acquired by the United States of America for the Bonneville Administration's electric power line; Thence North 32° 27' 30" East along said Southerly right of way line 1,372 feet, more or less, to intersection with the center line of the said Moffett-Carpenter Road; Thence following the center line of said Road Northwesterly, Westerly and Southwesterly, to the point of beginning.

2-7-16-3-501
7-27-00
GDM

BOOK 203 PAGE 170

EXHIBIT "B"

A TRACT OF LAND LOCATED IN SECTIONS 16, 17, 20, AND 21, TOWNSHIP 2 NORTH, RANGE 7 EAST OF THE WILLAMETTE MERIDIAN, SKAMANIA COUNTY WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT MARKING THE INTERSECTION OF THE WEST LINE OF THE BISHOP D.L.C. WITH THE CENTERLINE OF MOFFETS-CARPENTER ROAD SAID POINT BEING SOUTH 1,795 FEET FROM THE NORTHWEST CORNER OF THE SAID BISHOP D.L.C.; THENCE SOUTH FOLLOWING THE WEST LINE OF THE BISHOP D.L.C. TO A POINT IN THE CENTER OF GREENLEAF SLOUGH WHICH IS NORTH 1,718.53 FEET FROM THE INTERSECTION OF THE WEST LINE OF THE SAID BISHOP D.L.C. WITH THE NORTHERLY RIGHT-OF-WAY LINE OF PRIMARY STATE HIGHWAY NO. 8; THENCE IN ACCORDANCE WITH THE BONNEVILLE SURVEY MADE BY THE UNITED STATES CORPS OF ENGINEERS NORTH 28°02' EAST 113.13 FEET; THENCE NORTH 63°02' EAST 450 FEET; THENCE NORTH 87°59' EAST 400 FEET; THENCE 52°01' EAST 448.58 FEET TO THE INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF THE TRACT ACQUIRED BY THE UNITED STATES OF AMERICA FOR THE BONNEVILLE POWER ADMINISTRATION'S ELECTRIC POWER LINES; THENCE NORTHEASTERLY 1125 FEET TO A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 16 THAT INTERSECTS WITH THE CENTERLINE OF SAID MOFFETS-CARPENTER ROAD; THENCE FOLLOWING THE CENTER LINE OF SAID ROAD SOUTHWESTERLY TO THE POINT OF THE BEGINNING.

EXCEPT FOR THE EASEMENT OF EXISTING UTILITIES FROM PARCEL 1 (EXHIBIT A) TO PARCEL 2 (EXHIBIT B)

2-7-16-3-500
9-27-10
Gibby